

INTERGOVERNMENTAL AGREEMENT NO. 071414

**BETWEEN
GILA COUNTY**

AND

**CITY OF GLOBE
GLOBE ACTIVE ADULT CENTER**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "County" and the City of Globe through the Globe Active Adult Center, hereinafter referred to as "City".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to the City in order to further the economic development potentials of the Globe Active Adult Center to aid in the continuance of providing meals for both attendees at the center and those who receive delivered meals; and

WHEREAS, the City has requested funding to aid in the City's efforts to continue to provide meals to the community, based upon the needs of the community and, in particular, the population that receives services through the Active Adult Center in Globe, AZ.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$10,000 in an Economic Development Grant to the City, to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$10,000 in the form of an Economic Development Grant to the City for the Globe Active Adult Center Nutrition Program, the benefit of the public.
2. The Grant will be used by the City for the sole purpose of providing nutrition services, open to people age 60 or more, married to someone 60 or more, and the disabled, as authorized by the Older Americans Act and administered by Pinal-Gila Council for Senior Citizens.
3. The City agrees to maintain records for the grant period of July 1, 2014 through June 30, 2015. The report will be due on July 1, 2015, and indicate the number of meals provided for Meals on Wheels and On Site diners, the total number of meals served, and the percentage of the meals provided for residents of Gila County, outside the City limits. All information provided shall be of public record. Failure to furnish the report will result in future funding being withheld by the County.

4. The reports should be mailed to:
Gila County
Attn: County Manager
1400 E. Ash Street
Globe, AZ 85501
5. The City agrees to credit the County's Economic Development Grant funding in all literature advertising the Globe Active Adult Center.
6. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

City of Globe Attn: Terence O. Wheeler 150 N. Pine Street Globe, Arizona 85501	Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501
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GENERAL TERMS


1. Indemnification: The City shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the City, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the City does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS WHEREOF, three (3) identical counterparts of this Intergovernmental Agreement No. 071414, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

CITY OF GLOBE




Terence O. Wheeler
Mayor

ATTEST

Marian Sheppard, Clerk of the Board

ATTEST



Shelly Salazar, City Clerk

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney/
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

APPROVED AS TO FORM



William J. Sims, City Attorney